

EXHIBIT 186

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

---o0o---

In re)Chapter 11
)Case No.: 20:11558 (KBO)
RS FIT NW LLC,)(Jointly Administered
)
Debtor,)
)
<hr/>	
24-HOUR FITNESS WORLDWIDE, INC.,)
)
Plaintiff,)
)
v.)
)
CONTINENTAL CASUALTY COMPANY;)
ENDURANCE AMERICAN SPECIALTY)
INSURANCE COMPANY; STARR SURPLUS)
LINES INSURANCE COMPANY; ALLIANZ)
GLOBAL RISKS US INSURANCE COMPANY;)
LIBERTY MUTUAL INSURANCE COMPANY;)
BEAZLEY-LLOYD'S SYNDICATES)
2623/623; ALLIED WORLD NATIONAL)
ASSURANCE COMPANY; QBE SPECIALTY)
INSURANCE COMPANY; and GENERAL)
SECURITY INDEMNITY COMPANY OF)
ARIZONA,)
)
Defendants.)
<hr/>	

---o0o---

REMOTE VIDEO 30(b)(6) DEPOSITION OF

DANA PARKER

THURSDAY, DECEMBER 15, 2022

9:00 A.M. PST

---o0o---

Reported by: JULIE RUMSEY, CSR 14144
Job No. 79107
PAGES 1 - 77

Page 2	Page 4
<p>1 IN THE UNITED STATES BANKRUPTCY COURT</p> <p>2 FOR THE DISTRICT OF DELAWARE</p> <p>3 ---o0o---</p> <p>4 In re)Chapter 11</p> <p>5 RS FIT NW LLC,)Case No.: 20:11558 (KBO)</p> <p>6 Debtor,)</p> <p>7 24-HOUR FITNESS WORLDWIDE, INC.,)</p> <p>8 Plaintiff,)</p> <p>9 v.)</p> <p>10 CONTINENTAL CASUALTY COMPANY;)</p> <p>11 ENDURANCE AMERICAN SPECIALTY)</p> <p>12 INSURANCE COMPANY; STARR SURPLUS)</p> <p>13 LINES INSURANCE COMPANY; ALLIANZ)</p> <p>14 GLOBAL RISKS US INSURANCE COMPANY;))</p> <p>15 LIBERTY MUTUAL INSURANCE COMPANY;)</p> <p>16 BEAZLEY-LLOYD'S SYNDICATES)</p> <p>17 2623/623; ALLIED WORLD NATIONAL)</p> <p>18 ASSURANCE COMPANY; QBE SPECIALTY)</p> <p>19 INSURANCE COMPANY; and GENERAL)</p> <p>20 SECURITY INDEMNITY COMPANY OF)</p> <p>21 ARIZONA,)</p> <p>22 Defendants.)</p> <p>23)</p> <p>24)</p> <p>25)</p> <p>REMOTE VIDEO 30(b)(6) DEPOSITION OF DANA PARKER, located in Hernando, Florida, commencing at 9:05 a.m. PST on Thursday, December 15, 2022, before JULIE RUMSEY, Certified Shorthand Reporter 14144, in and for the State of California.</p>	<p>1 APPEARANCES VIA ZOOM CONTINUED:</p> <p>2</p> <p>3</p> <p>4 FOR THE DEFENDANT LIBERTY MUTUAL:</p> <p>5 ROBINSON & COLE LLP</p> <p>6 BY: JOEL L. McNABNEY, ESQ.</p> <p>7 777 BRICKELL AVE., STE. 680</p> <p>8 MIAMI, FL 33131</p> <p>9 (786) 725-4119</p> <p>10 jmcnabney@rc.com</p> <p>11</p> <p>12 LEGAL VIDEOGRAPHER:</p> <p>13 ALEJANDRO SOLORIZANO</p> <p>14 ---o0o---</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 3	Page 5
<p>1 APPEARANCES VIA ZOOM:</p> <p>2</p> <p>3 FOR THE PLAINTIFF FOR 24 HOUR FITNESS WORLDWIDE, INC.:</p> <p>4 REED SMITH LLP</p> <p>5 BY: ELIZABETH BOWMAN, ESQ.</p> <p>6 101 SECOND ST., STE. 1800</p> <p>7 SAN FRANCISCO, CA 94105</p> <p>8 (415) 543-8700</p> <p>9 ebowman@reedsmith.com</p> <p>10</p> <p>11 FOR THE DEFENDANT ALLIANZ GLOBAL RISKS U.S. INSURANCE</p> <p>12 COMPANY:</p> <p>13 CLYDE&CO</p> <p>14 BY: MARLIE McDONNELL, ESQ.</p> <p>15 271 17TH STREET NW, STE. 1720</p> <p>16 ATLANTA, GA 30363</p> <p>17 (404) 410-3150</p> <p>18 marlie.mcdonnell@clydeco.us</p> <p>19</p> <p>20 FOR THE DEFENDANT ALLIED WORLD ASSURANCE COMPANY:</p> <p>21 MOUND COTTON WOLLAN & GREENGRASS LLP</p> <p>22 BY: DEANNA MANZO, ESQ.</p> <p>23 ONE NEW YORK PLAZA</p> <p>24 NEW YORK, NY 10004</p> <p>25 (212) 804-4587</p> <p>dmanzo@moundcotton.com</p> <p>FOR THE DEFENDANT CONTINENTAL CASUALTY COMPANY:</p> <p>DLA PIPER LLP (US)</p> <p>BY: MATTHEW S. SARNA, ESQ.</p> <p>1201 NORTH MARKET ST., STE. 2100</p> <p>WILMINGTON, DE 19801</p> <p>(302) 468-5659</p> <p>matthew.sarna@us.dlapiper.com</p>	<p>1 INDEX</p> <p>2 ---o0o---</p> <p>3 EXAMINATION</p> <p>4 PAGE</p> <p>5 BY ATTORNEY BOWMAN 7</p> <p>6 BY ATTORNEY McDONNELL 67</p> <p>7 ---o0o---</p> <p>8 EXHIBITS</p> <p>9 EXHIBIT DESCRIPTION PAGE</p> <p>10 Exhibit 1 Plaintiff's Second Amended Notice of</p> <p>11 30(b)(6) Deposition to Allianz Global Risks</p> <p>12 US Insurance Company</p> <p>13 8 Pages 14</p> <p>14 Exhibit 2 6/25/2019 Email String</p> <p>15 Subject: RE: 24 Hour Fitness - Pending Quote</p> <p>16 Bates AGRUS000112 to AGRUS000115</p> <p>17 4 Pages 29</p> <p>18 Exhibit 3 Allianz Commercial Lines Policy</p> <p>19 Bates AGRUS000288 to AGRUS000351</p> <p>20 64 Pages 39</p> <p>21 Exhibit 4 6/27/2019 Email and Attachment</p> <p>22 Quotation for: 24 Hour Fitness Worldwide, Inc.</p> <p>23 Bates AGRUS000116 to AGRUS000169</p> <p>24 54 Pages 46</p> <p>25 ---o0o---</p>

<p style="text-align: right;">Page 6</p> <p>1 THURSDAY, DECEMBER 15, 2022, 9:05 A.M. PST</p> <p>2 ---o0o---</p> <p>3 THE VIDEOGRAPHER: Good morning. We are on the</p> <p>4 record. This is the beginning of media unit Number 1 in</p> <p>5 the deposition of Dana Parker in the matter of In re RS FIT</p> <p>6 NW LLC, case Number 20-11558(KBO) held remotely.</p> <p>7 This deposition is being taken on behalf of the</p> <p>8 plaintiff on December 15th, 2022, at 9:05 a.m. The court</p> <p>9 reporter is Julie Rumsey. I am Alejandro Solorzano, the</p> <p>10 videographer, on behalf of First Legal Depositions located</p> <p>11 in Los Angeles, California. This deposition is being</p> <p>12 videotaped at all times unless specified to go off the</p> <p>13 video record.</p> <p>14 Would all present please identify themselves</p> <p>15 beginning with the noticing attorney.</p> <p>16 CERTIFIED STENOGRAPHER: Attorney Bowman, can you</p> <p>17 make your appearance, please.</p> <p>18 ATTORNEY BOWMAN: This is Elizabeth Bowman,</p> <p>19 attorney at Reed Smith, representing 24 Hour Fitness, the</p> <p>20 plaintiff.</p> <p>21 ATTORNEY MCDONNELL: This is Marlie McDonnell for</p> <p>22 Clyde & Co representing and defending the deposition today</p> <p>23 representing defendant Allianz Global Risks U.S. Insurance</p> <p>24 Company.</p> <p>25 CERTIFIED STENOGRAPHER: And, Attorney Manzo?</p>	<p style="text-align: right;">Page 8</p> <p>1 R-o-b-e-r-t, P-a-r-k-e-r.</p> <p>2 Q. Exactly how it sounds.</p> <p>3 How are you this morning?</p> <p>4 A. Just fine. Thank you. Suffering from a little</p> <p>5 bit of a cold, but not too bad. Thank you very much.</p> <p>6 Q. Okay. Well, I'm hoping that this doesn't go too</p> <p>7 long so you can get some rest.</p> <p>8 My name is Elizabeth Bowman, as you've heard. I'm</p> <p>9 an attorney with Reed Smith, and I'm representing 24 Hour</p> <p>10 Fitness in this case. Before we really get started, I'm</p> <p>11 going to go over some remote deposition protocols and just</p> <p>12 ask you to confirm that you understand each one of them.</p> <p>13 So well, I guess, actually, first, have you given</p> <p>14 a deposition testimony before?</p> <p>15 A. Yes, I have.</p> <p>16 Q. How many times have you given depositions before?</p> <p>17 A. One -- one formal in, I guess, it would formal</p> <p>18 in-person deposition, and I'm not sure if it was -- I guess</p> <p>19 it was a deposition. One -- one other one with just one</p> <p>20 other attorney.</p> <p>21 Q. When were those?</p> <p>22 A. 1991.</p> <p>23 Q. Okay. And have you ever given testimony at a</p> <p>24 trial before?</p> <p>25 A. No, I have not.</p>
<p style="text-align: right;">Page 7</p> <p>1 ATTORNEY MANZO: Deanna Manzo, Mound Cotton Wollan</p> <p>2 & Greengrass, representing Allied World Assurance Company.</p> <p>3 CERTIFIED STENOGRAPHER: And Attorney Sarna.</p> <p>4 ATTORNEY SARNA: Matthew Sarna, DLA Piper, on</p> <p>5 behalf of Continental.</p> <p>6 THE VIDEOGRAPHER: Okay. Thank you, all.</p> <p>7 Would the court reporter please swear in the</p> <p>8 witness, after which we may proceed.</p> <p>9 CERTIFIED STENOGRAPHER: One moment.</p> <p>10 Good morning. My name is Julie Rumsey, California</p> <p>11 Certified Shorthand Reporter Number 14144. The</p> <p>12 stenographic record is the official record pursuant to</p> <p>13 C.C.P. 2025.</p> <p>14 ---o0o---</p> <p>15 DANA PARKER,</p> <p>16 called as a witness herein, having been</p> <p>17 administered an oath remotely in accordance with C.C.P.</p> <p>18 Section 2096, was examined and testified as follows:</p> <p>19 ---o0o---</p> <p>20 EXAMINATION</p> <p>21 BY ATTORNEY BOWMAN:</p> <p>22 Q. Good morning, Mr. Parker.</p> <p>23 Will you please go ahead and state your full name</p> <p>24 and spell it for me for the record.</p> <p>25 A. Certainly. Dana Robert Parker, D-a-n-a,</p>	<p style="text-align: right;">Page 9</p> <p>1 Q. So first, you heard the court reporter swear you</p> <p>2 in.</p> <p>3 Do you understand the effect of the oath that you</p> <p>4 were given?</p> <p>5 A. Yes.</p> <p>6 Q. And do you understand that you've been sworn to</p> <p>7 tell the truth and that we are expected to get your best</p> <p>8 testimony here today?</p> <p>9 A. Yes.</p> <p>10 Q. The court reporter is transcribing everything we</p> <p>11 say today. I think -- give me one --</p> <p>12 ATTORNEY BOWMAN: I think, Julie, we might have</p> <p>13 some background noise.</p> <p>14 (Clarification by the certified stenographer.)</p> <p>15 THE VIDEOGRAPHER: Sure. We can go off.</p> <p>16 Counsel, is that okay?</p> <p>17 ATTORNEY BOWMAN: Yeah. That's fine.</p> <p>18 THE VIDEOGRAPHER: Okay. The time is now 9:09</p> <p>19 a.m., and we are off the record. Just a moment, please.</p> <p>20 (Discussion held off the record.)</p> <p>21 THE VIDEOGRAPHER: Okay. The time is now 9:10</p> <p>22 a.m., and we are back on the record.</p> <p>23 ATTORNEY BOWMAN: Okay. Thank you.</p> <p>24 BY ATTORNEY BOWMAN:</p> <p>25 Q. All right. Mr. Parker, so the court reporter</p>

Page 46

1 Q. Okay. What's an example of something that an
2 underwriter clearly should not be doing in a property
3 policy?
4 ATTORNEY MCDONNELL: Object to the form.
5 **THE WITNESS: So we should not cover war.**
6 BY ATTORNEY BOWMAN:
7 Q. Got it.
8 Is that pretty standard to not cover --
9 **A. Yes. Yeah.**
10 Q. That makes sense.
11 **A. That's pretty standard.**
12 Q. Okay. So you can go ahead and close --
13 actually -- okay. Yeah. You can go ahead and close the
14 emails between Mr. Barrett and Ms. Berger.
15 **A. Okay.**
16 Q. And going to ask you to pull up my next exhibit,
17 which is the document ending in 116.
18 **A. Okay.**
19 ATTORNEY BOWMAN: For the court reporter, I
20 believe this is going to be marked as Exhibit 4.
21 (Exhibit 4 was presented and subsequently marked
22 for identification.)
23 BY ATTORNEY BOWMAN:
24 Q. Okay. Do you have this document in front of you?
25 **A. I do, Elizabeth.**

Page 47

1 Q. Thank you.
2 Do you know what this is?
3 **A. Yes.**
4 Q. What is it?
5 **A. So this is a system-generated email with -- which**
6 **would have a quotation attached to it.**
7 Q. Okay.
8 **A. And -- and if there are, you know, other documents**
9 **besides the quote that are, you know, apart of that, part**
10 **of that, then they would be included as well as**
11 **attachments.**
12 Q. Okay. And what -- what is the date of this email,
13 if you can find it?
14 **A. June 27th.**
15 Q. 2019?
16 **A. 2019. Yes. Sorry.**
17 Q. No. That's fine.
18 So this would be the quotation for the -- would
19 this be the quotation for the 2019-to-2020 policy?
20 **A. Give me just one second, please.**
21 Q. No worries. Take your time.
22 **A. Yes, it would.**
23 Q. Okay. Do you know who Shirley McKinney is?
24 **A. She works in the operations -- or she is retired**
25 **now, but she worked in the operations team, and -- and her**

Page 48

1 and other members of that team would issue the -- issue the
2 quotes on behalf of the underwriters.
3 Q. Thank you.
4 **A. Uh-huh.**
5 Q. Do you know who -- I hope I'm not saying -- Kelly
6 Trice is?
7 **A. I have no idea.**
8 Q. That's totally fine.
9 Okay. Why don't we go to PDF page 2, and there's
10 a part where it says additional comments. And it says,
11 attached, please find the revised quote for 24 Hour Fitness
12 Worldwide along with a copy of the policy form. Should you
13 have any questions, please do not hesitate to contact Jason
14 at his phone number.
15 **A. Uh-huh.**
16 Q. Okay. So I guess my first question, what kind
17 of -- what goes into revising a quote -- or what went into
18 revising this quote for 24 Hour Fitness?
19 **A. I can't speak --**
20 ATTORNEY MCDONNELL: Object --
21 **THE WITNESS: Sorry, Marlie.**
22 (Clarification by the certified stenographer.)
23 ATTORNEY MCDONNELL: I just said object to the
24 form.
25 **THE WITNESS: Okay. Thanks, Julie.**

Page 49

1 I can't speak to what -- what Jason did to revise
2 this quote. I just -- I have no -- no knowledge of that
3 whatsoever. But if you are asking a general question about
4 how a quote gets revised, then you -- you know, you saw the
5 communication between the underwriter and their broker and
6 you would go in the system and make a change and ask to
7 have the quote reissued.
8 BY ATTORNEY BOWMAN:
9 Q. And would every change in the system generate a
10 new quote?
11 **A. No.**
12 Q. What are some changes that would not generate a
13 new quote?
14 **A. Well -- so, again, that's a -- so you would make**
15 **the -- you would make changes and then do it, you know, in**
16 **bulk, right? You just -- that way you just -- otherwise,**
17 **you'd be sending -- you'd be sending quotes every time you**
18 **issued a change which is very inefficient. So normally,**
19 **there's an exchange. You saw it in the email.**
20 Q. Uh-huh.
21 **A. And then a change -- a change would be made which**
22 **would include multiple changes, and then the quote would be**
23 **reissued.**
24 Q. Got it.
25 Would an Allianz underwriter ever discuss changes

<p style="text-align: right;">Page 50</p> <p>1 with the client or with someone like Ms. -- my gosh, I 2 can't remember her name -- Kathryn over the phone, or was 3 it usually over email. 4 A. No. It could be both. 5 Q. Okay. Okay. Do you see the part where it says, 6 but there is two attachments -- or, yeah, looks like see 7 attached file, and then another parens, see attached file? 8 A. Yes. 9 Q. Okay. Go ahead and control down to PDF page 3. 10 A. Okay. 11 Q. What is this page -- I guess, what is this next 12 series of pages? 13 A. This is our quote. 14 Q. Okay. So would this be the quotation attached to 15 that email? 16 A. Correct. 17 Q. And what are -- so I'm just going to scroll down 18 to -- I guess we can start at page 4. 19 What are the -- what do the numbers on the right 20 mean that looks like they coincide with real property, 21 personal property, so on? 22 A. Those -- I'm sorry. So about -- let's see. 23 That's on page 4, right? 24 Q. Yes. And down. 25 A. Yep. I've got that. Those would be sublimits.</p>	<p style="text-align: right;">Page 52</p> <p>1 occurrence definition. 2 The second -- and the second really two paragraphs 3 are -- are related to an insuring clause. 4 Q. And I don't know -- do you still have the policy 5 up on a -- on a separate -- the final one. I'm sorry. 6 A. I do. 7 Q. Let's look at the -- kind of the same page in the 8 policy. 9 A. Uh-huh. 10 Q. Which I believe -- looks like it's page 11 of that 11 PDF. 12 A. Yes. 13 Q. Okay. So does it appear that the green text from 14 that draft policy appears -- does that appear in this final 15 policy? 16 A. It is not in Section 2 of the final policy. 17 Q. Thank you. 18 So you can look back at the draft email with the 19 draft policy. 20 So is this green underlined text, are these edits 21 that Jason or someone from the underwriting team made to 22 the policy? 23 A. I'm going to, you know, guess that they did. 24 Q. That -- that Jason did? 25 A. Yeah. Yeah. I'm going to guess he did. Yes.</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. Okay. So like the sublimits we talked about 2 earlier? 3 A. Correct. 4 Q. Okay. Let's scroll down to -- I believe page 16 5 is the start of it. 6 A. Did you say 16? 7 Q. Yes. Sorry. 8 A. Okay. 9 Okay. 10 Q. Okay. And do you know what the -- what is this 11 the start of? 12 A. This is the start of the policy form. 13 Q. Okay. 14 A. That was also attached. 15 Q. Okay. Let's go to page 19. Thank you for 16 identifying. Sorry for all the scrolling. 17 A. That's okay. 18 Okay. 19 Q. Okay. And do you see the section where it says 20 term of insurance, and then there is two paragraphs and 21 then there is green text? 22 A. I do. 23 Q. What is this green underlined text? 24 A. Well, the -- the first green text paragraph or 25 whatever you want to call that, that -- that is an</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. So I guess -- regardless if it was Jason or 2 someone else from Allianz, were these proposed changes for 3 the policy? 4 A. Yes. 5 Q. And go ahead and go to page 23 of this draft. 6 A. Okay. I -- okay. 7 Q. And then look at where it has B for peril of 8 earthquake in any occurrence, and then 1. 9 A. Okay. 10 Q. And then it looks like there is language that is 11 green and struck through. Do you see that? 12 A. Yes. 13 Q. So would this be a proposed deletion in the 14 policy? 15 A. Yes, it would. 16 Q. And so why would Allianz want to add language or 17 make a deletion in the 24 Hour Fitness policy? 18 ATTORNEY MCDONNELL: Object to the form. 19 THE WITNESS: Well, we would do that -- I don't 20 know why Jason did that specifically, but additions or 21 deletions are suggested by the underwriter because of where 22 we feel our position needs to be on that account. 23 BY ATTORNEY BOWMAN: 24 Q. Okay. So would a proposed suggestion -- or would 25 a proposed addition or deletion change the risk associated</p>

Page 54

1 with the policy?

2 ATTORNEY MCDONNELL: Object to the form.

3 THE WITNESS: No. The risk remains the same. I

4 mean, the -- it's the same. It doesn't change that, right.

5 BY ATTORNEY BOWMAN:

6 Q. You're right. I -- I misspoke.

7 Did that change, I guess, the -- the coverage of

8 that policy?

9 A. It could.

10 Q. Okay. Okay. Let's go to page 25.

11 A. Okay.

12 Q. And do you see section B where it says business

13 interruption?

14 A. Yes.

15 Q. And Number 1. Do you see the proposed change or

16 addition to section B1?

17 A. I do.

18 Q. So why would Allianz want to include the language

19 "direct physical" before loss, damage, or destruction?

20 A. That would probably -- I mean, that is a preferred

21 language for -- for business interruption to be caused by

22 direct physical loss or damage.

23 Q. That's Allianz's preferred language?

24 A. Yeah. I mean, it's -- it's probably even -- yeah.

25 Yeah. Allianz's. Yep.

Page 55

1 Q. So here, do the words direct and physical alter

2 the word "loss" -- or would they mean to alter the word

3 "loss"?

4 A. You know, that's -- I mean, that's really getting

5 into an interpretation on that -- on that language, and --

6 yeah. I'm not really -- I'm not really sure if I can

7 really answer that. I think -- I think that makes it a bit

8 more restrictive.

9 Q. Okay. What do you mean by makes it more

10 restrictive?

11 A. Well, I knew you were going to ask me that. So,

12 again, I think -- I really can't answer that. I think

13 that's probably a question for our claims people.

14 ATTORNEY MCDONNELL: Hey, Elizabeth?

15 ATTORNEY BOWMAN: Yeah.

16 ATTORNEY MCDONNELL: I'm sorry. Can we take a

17 quick five-minute restroom break? I had a lot of water to

18 stop coughing.

19 ATTORNEY BOWMAN: That is totally fine with me.

20 Let's go off the record for five.

21 ATTORNEY MCDONNELL: Okay. Thank you.

22 ATTORNEY BOWMAN: No problem.

23 THE VIDEOGRAPHER: Okay. The time is now 10:36

24 a.m., and we are off the record.

25 (Recess taken.)

Page 56

1 THE VIDEOGRAPHER: Okay. The time is now 10:43

2 a.m., and we are back on the record.

3 BY ATTORNEY BOWMAN:

4 Q. Okay. So, Mr. Parker, do you still have the

5 exhibit up?

6 A. I do.

7 Q. Okay. So let's look at Number 3 versus Number 4.

8 So Number 3 says, in the event of, proposed addition,

9 direct physical loss, and then Number 4 says, for any loss

10 resulting from, proposed addition, physical damage.

11 From an underwriter's perspective, is there a

12 difference between "direct physical" and "physical"?

13 A. I honestly can't tell you what the -- what that

14 difference is.

15 Q. From an underwriter's perspective, would the

16 addition of "direct physical" or "physical" be a way to

17 restrict the -- the coverage here?

18 A. No. I don't believe so because, you know, these

19 clauses in business interruption, you know, do still refer

20 back to -- you know physical loss or damage or direct

21 physical loss or damage because -- because of you have that

22 language that says "covered herein" which is -- which

23 relates back really to, you know, your insuring clause and

24 so it -- it's not -- I don't think it's -- I don't think

25 it's restricting coverage.

Page 57

1 Q. Okay. Is it making -- is it -- is the addition of

2 this type of language that we -- like the ones that we've

3 just discussed in 1, 3, 4, does it create any

4 substantive -- substantive change in the policy?

5 ATTORNEY MCDONNELL: Object to the form.

6 THE WITNESS: Not -- I don't believe it does,

7 because you have that other language in there.

8 BY ATTORNEY BOWMAN:

9 Q. Thank you.

10 Let's go to page 27.

11 A. Okay.

12 Q. And do you see Fl(a) under the time element

13 extensions?

14 A. I do.

15 Q. And do you see the proposed addition there?

16 A. I do.

17 Q. And so it looks like contingent time element and

18 contingent extra expense property as a result of direct

19 physical loss or damage that wholly or partially, and so

20 on.

21 What is this -- what is this proposed addition

22 meant to convey?

23 ATTORNEY MCDONNELL: Object to the form.

24 Can we -- I mean, I just want to make sure if he

25 wants the opportunity to read the time element extension

Page 58

1 provision, he can take time to do that.
 2 ATTORNEY BOWMAN: Oh, absolutely.
 3 THE WITNESS: Let me see here.
 4 And I'm sorry, Elizabeth, can you restate your
 5 question, please?
 6 BY ATTORNEY BOWMAN:
 7 Q. Yeah, of course.
 8 What is this proposed addition meant to convey in
 9 this part of the policy?
 10 A. That -- that there is a physical loss or damage
 11 trigger that is required for contingent time element or
 12 contingent extra expense to apply.
 13 Q. So it's -- is it adding an additional trigger for
 14 this -- for this to apply?
 15 A. I can't say if it adds one, but I think it
 16 clarifies.
 17 Q. Thank you.
 18 Then let's go to the next page, and go ahead and
 19 read Number 2, which is interruption by civil or military
 20 authority. And take your time to review it.
 21 A. Okay.
 22 ATTORNEY MCDONNELL: What page is that, Elizabeth?
 23 I'm sorry.
 24 ATTORNEY BOWMAN: It's just on the next page.
 25 ATTORNEY MCDONNELL: I know, but I lost the page.

Page 59

1 ATTORNEY BOWMAN: Oh, sorry. 28.
 2 THE WITNESS: Okay.
 3 BY ATTORNEY BOWMAN:
 4 Q. Okay. So what is this proposed addition meant to
 5 convey in the policy?
 6 ATTORNEY MCDONNELL: Object to the form.
 7 THE WITNESS: It would be -- sorry, Marlie.
 8 ATTORNEY MCDONNELL: Go ahead.
 9 THE WITNESS: It would be the same as the -- as
 10 with contingent time element. It brings in the physical
 11 loss or damage trigger.
 12 BY ATTORNEY BOWMAN:
 13 Q. Okay. And go ahead and review just the one below
 14 it, the egress and ingress.
 15 A. Okay.
 16 Oh, sorry. Yeah. Okay.
 17 Q. Oh, sorry. Fast reader.
 18 Is this addition also supposed to convey the same
 19 thing as what you just said for the civil authority
 20 addition and the time element extension addition?
 21 A. The contingent time element extension and the
 22 civil authority, yes, it's the same.
 23 Q. Okay.
 24 A. It does the same thing.
 25 Q. Thank you.

Page 60

1 A. Uh-huh.
 2 Q. Okay. And let's keep this open, and also kind of
 3 switch over to the -- to the final policy.
 4 A. Uh-huh.
 5 Q. So I'm going to have you go to page -- sorry. Go
 6 back up in the draft to page 25 for the draft.
 7 A. The draft. Okay.
 8 Q. Sorry about that.
 9 And then for the final policy, go ahead and go to
 10 page 16.
 11 A. Whoops.
 12 Okay.
 13 Q. Okay. And I don't know if -- if it's easier to
 14 click back and forth, but take your time if you need to.
 15 Go ahead and look at the change -- the proposed
 16 change for Number 1 under business interruption, and then
 17 Number 1 for business interruption in the final.
 18 A. Okay.
 19 Q. And take your time to review both of them.
 20 A. Okay.
 21 Q. Does it appear that this proposed change of direct
 22 physical was -- was added to the final policy?
 23 A. If it was, it wouldn't be here. It would be in an
 24 endorsement.
 25 Q. Okay.

Page 61

1 A. So that would be -- that would be the -- that
 2 would be the correct practice since -- since it's not our
 3 policy, right? It was drafted by somebody else so we're --
 4 we would endorse it. If -- if the change was made here,
 5 that would have been done by the person that was
 6 responsible for drafting the policy. Which would be the
 7 broker.
 8 Q. Okay. Thank you. That's very helpful.
 9 So Jason or whomever would make these
 10 additional -- or make these proposed additions or
 11 strike-throughs, give that to the broker, and the broker
 12 would then be in charge of either incorporating or not
 13 incorporating those changes?
 14 A. Into the -- into the body of the policy.
 15 Q. Yes.
 16 A. That's correct. Or if the -- if -- if -- or we
 17 would do it by endorsement.
 18 Q. Got it.
 19 Okay. Go ahead and go to -- one second.
 20 A. Uh-huh.
 21 Q. Go ahead and go to page 40 of the final policy,
 22 which should be the endorsement Number 2.
 23 A. Okay.
 24 Q. Did Allianz ever communicate with -- with Lockton
 25 or any of the other insurers regarding this endorsement?

<p style="text-align: right;">Page 74</p> <p>1 CERTIFIED STENOGRAPHER: Anything else on the</p> <p>2 record?</p> <p>3 ATTORNEY BOWMAN: No. Not from here.</p> <p>4 CERTIFIED STENOGRAPHER: Okay. Counsel, I'll have</p> <p>5 you state your transcript order on the record.</p> <p>6 Attorney McDonnell?</p> <p>7 ATTORNEY MCDONNELL: I'll do just re- -- full and</p> <p>8 mini. I don't -- I don't need a draft.</p> <p>9 CERTIFIED STENOGRAPHER: Thank you.</p> <p>10 Attorney Manzo?</p> <p>11 ATTORNEY MANZO: I do not need a copy. Thank you.</p> <p>12 CERTIFIED STENOGRAPHER: Thank you.</p> <p>13 Attorney Sarna?</p> <p>14 ATTORNEY SARNA: Can I get a rough draft and a</p> <p>15 regular, please.</p> <p>16 CERTIFIED STENOGRAPHER: Yes. Thank you.</p> <p>17 And Attorney McNabney?</p> <p>18 ATTORNEY McNABNEY: Just a copy of the regular.</p> <p>19 CERTIFIED STENOGRAPHER: Noted.</p> <p>20 All right. Alex, take us off, please.</p> <p>21 THE VIDEOGRAPHER: Okay. And before we go off,</p> <p>22 Ms. Bowman, do you need a regular video or a sync?</p> <p>23 ATTORNEY BOWMAN: Sorry? Say that again.</p> <p>24 THE VIDEOGRAPHER: Yeah.</p> <p>25 Do you need a regular video or a sync?</p>	<p style="text-align: right;">Page 76</p> <p>1 ---o0o---</p> <p>2</p> <p>3 I, DANA PARKER, do hereby declare under penalty</p> <p>4 of perjury that I have read the foregoing deposition; that</p> <p>5 I have made any corrections as appear noted, in ink,</p> <p>6 initialed by me, or attached hereto; that my testimony as</p> <p>7 contained herein, as corrected, is true and correct.</p> <p>8 EXECUTED on this ____ day of _____,</p> <p>9 2022, at _____, _____.</p> <p>10</p> <p>11</p> <p>12</p> <p>13 _____</p> <p style="text-align: center;">DANA PARKER</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 75</p> <p>1 ATTORNEY BOWMAN: Let's do -- let's do the regular</p> <p>2 video.</p> <p>3 THE VIDEOGRAPHER: Okay. And does anyone else</p> <p>4 need a copy of the video?</p> <p>5 Okay. With that, I think we can wrap up. This</p> <p>6 concludes today's video-taped deposition of Mr. Dana</p> <p>7 Parker. The time on the monitor is 11:17 a.m., and we are</p> <p>8 off the record.</p> <p>9 (Proceedings concluded at 11:17 a.m. PST.)</p> <p>10 ---o0o---</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 77</p> <p>1 Errata Sheet</p> <p>2</p> <p>3 NAME OF CASE: IN RE: RS FIT NW LLC</p> <p>4 DATE OF DEPOSITION: DECEMBER 15, 2022</p> <p>5 NAME OF WITNESS: DANA PARKER</p> <p>6 Reason Codes:</p> <p>7 1. To clarify the record.</p> <p>8 2. To conform to the facts.</p> <p>9 3. To correct transcription errors.</p> <p>10 Page ____ Line ____ Reason ____</p> <p>11 From _____ to _____</p> <p>12 Page ____ Line ____ Reason ____</p> <p>13 From _____ to _____</p> <p>14 Page ____ Line ____ Reason ____</p> <p>15 From _____ to _____</p> <p>16 Page ____ Line ____ Reason ____</p> <p>17 From _____ to _____</p> <p>18 Page ____ Line ____ Reason ____</p> <p>19 From _____ to _____</p> <p>20 Page ____ Line ____ Reason ____</p> <p>21 From _____ to _____</p> <p>22 Page ____ Line ____ Reason ____</p> <p>23 From _____ to _____</p> <p>24</p> <p>25 _____</p> <p style="text-align: center;">DANA PARKER</p>

CERTIFICATE OF REPORTER

---o0o---

I, the undersigned, a Certified Shorthand Reporter, Licensed by the State of California, being empowered to administer oaths and affirmations remotely pursuant to Section 2093(b) of the Code of Civil Procedure, do hereby certify:

That the foregoing proceedings were taken remotely before me at the time and place herein set forth; that any witness in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney or any of the parties.

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript [X] was [] was not requested.

IN WITNESS WHEREOF, I have this date subscribed my name.

DATED: December 20, 2022



JULIE RUMSEY, CSR No. 14144